

9-57-1M

L-7362

This Indenture, made this 25th day of November, 1958, by

#2

and between **SOUTHERN PACIFIC COMPANY**, a corporation of the State of Delaware,

herein called "Railroad," and **CITY OF RIVERSIDE**, a Municipal Corporation of the State of California,

herein called "Grantee."

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," and a 12-inch sanitary sewer, upon and across the following described real property:

All those certain pieces or parcels of land situate in the County of Riverside, State of California, described as follows:

PARCEL 1:

That portion of the southerly 33 feet of the south half of the southwest quarter of the northeast quarter of the northeast quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Base and Meridian, included within a strip of land, 50 feet wide, described sixth in deed dated May 1, 1897, from the Pacific Improvement Company to Southern Pacific Railroad Company, recorded June 2, 1897, in Book 58, page 268 et seq., of Deeds, in the office of the Recorder of said County.

Containing an area of 0.19 of an acre, more or less.

PARCEL 2:

A strip of land, 10 feet wide, being a portion of that certain strip of land, 44 feet wide, described in deed, dated August 4, 1888, from C. B. Campbell, Jr., to Southern California Motor Road Company, recorded August 21, 1888, in Book 82, page 239, of Deeds, in the office of the Recorder of the County of San Bernardino, and more particularly described as follows:

The north 10 feet of the southwest quarter of the northeast quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Base and Meridian.

Containing an area of 0.30 of an acre, more or less.

PARCEL 3:

All the land described seventh in deed dated May 1, 1897, from Pacific Improvement Company to Southern Pacific Railroad Company, recorded June 2, 1897, in Book 58, page 268, et seq., of Deeds, in the office of the Recorder of Riverside County, and more particularly described therein as follows:

*Commencing at the southeast corner of the west half (W.1/2) of the southeast quarter (S. E. 1/4) of the northwest quarter (N. W. 1/4) of the northeast quarter (N. E. 1/4) of section twenty-four (24), Township Two (2), south,

Range five (5) west, San Bernardino Meridian, running thence north twenty-five (25) feet, thence west at right angles one hundred and forty (140) feet; thence south twenty-five (25) feet, thence east one hundred and forty (140) feet to the place of beginning."

Containing an area of 0.08 of an acre, more or less.

PARCEL 4:

A piece or parcel of land being a portion of that certain strip of land 44 feet wide, described in deed dated August 4, 1888, from C. B. Campbell, Jr., to Southern California Motor Road Company, recorded August 21, 1888, in Book 82, page 239 of Deeds, in the office of the Recorder of the County of San Bernardino, and more particularly described as follows:

Beginning at a point on the east line of the southwest quarter of the northeast quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Base and Meridian, distant 10 feet southerly thereon from the northeast corner of said southwest quarter of the northeast quarter of Section 24; thence southerly along said east line, 15 feet; thence northwesterly 50 feet to a point in a line parallel with and distant 10 feet southerly, measured at right angles, from the north line of said southwest quarter of the northeast quarter of said Section 24; thence easterly along said parallel line, 48 feet, more or less, to the point of beginning, containing an area of 0.01 of an acre, more or less.

The above described parcels of land are shown tinted yellow on print of Railroad's Los Angeles Division Drawing D-2608, Sheet No. 1, dated September 23, 1958, attached and made a part hereof.

Railroad shall prepare to receive paving the portion of said highway between lines two (2) feet outside the outside rails of tracks located thereon, and shall install metal guardrails along the rails of its track through said highway and as shown colored red on attached print. Grantee shall reimburse Railroad for all expense incurred by Railroad in connection therewith.

Grantee agrees that sanitary sewer line authorized by this indenture shall be laid in location as shown by orange line on the attached print. Construction of said sewer shall be in accordance with plans approved by Railroad, and Railroad shall bear no part of the expense of said construction, but shall be reimbursed for all expense incurred by Railroad in connection with construction of said sewer line. In event any work upon or in connection with said sewer or its appurtenances to be done upon or adjacent to the tracks and property of Railroad shall be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agreement with Railroad satisfactory to Railroad and indemnifying Railroad from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractor.

Said contractor shall furnish, at the option of and without expense to Railroad, a reliable surety bond in an amount and on form

satisfactory to Railroad, guaranteeing the faithful performance of all of terms, covenants and conditions contained in said agreement, and a certified copy of a Policy of Public Liability and Property Damage insurance within limits specified by and in a form satisfactory to Railroad, covering the contractual liability assumed by contractor in said agreement to be entered into with Railroad by such contractor.

Grantee agrees to install without expense to Railroad a satisfactory barricade on the track side with necessary reflectors, said barricade to be located as shown in mauve on attached print.

After said highway has been completed, Railroad, at its expense, shall maintain that portion of the crossing within lines two feet outside the outside rail. Portion of the crossing outside of said lines will be maintained by Grantee at Grantee's sole expense.

2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across or along said property.

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

4. The rights herein granted to Grantee shall lapse and become void if the construction or reconstruction of said highway upon said property is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, **except as may be necessary for maintenance of said highway, or as specified in this agreement.**

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway upon said property from the governmental body or bodies having jurisdiction thereover.

7. Except as herein otherwise provided, Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said highway upon said property. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the portion of said highway between lines two (2) feet outside the rails of each track located thereon.

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

9. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said property, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. **(In duplicate).**

SOUTHERN PACIFIC COMPANY

By D. F. Biaggini
(Title) Vice President

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 29th day of November in the year One Thousand Nine Hundred and Fifty Eight
before me, MILO J. PUIZINA, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(65 Market St.)

B. F. Biaggini and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Milo J. Puzina
Notary Public in and for the City and County of San Francisco, State of California.

Recorded April 3, 1959, Bk 2444 pg 258 O.R.

My Commission Expires July 28, 1959.

3447

OF NE 1/4, SEC. 24
R 5 W S B B & M

C.B. CAMPBELL JR. TO SOUTHERN PACIFIC R.R. CO.
DB, DB BZ, PG. 239, SAN BERNARDINO COUNTY
HUNTER DOUGLAS CORP. G.M. 030361-

E. S. 518+535
E. S. 518+535

L. A. DIV.
DRAWING D-2608
SHEET NO. 1

MASSACHUSETTS

PROP NEW STREET LINE

EXISTING EASEMENT
RIVERSIDE FOR
O.R. 1556-302,

E. S. 496+972

PR 544.87
E. S. 496+08

TO COLT CO
PS. 10 E. S. 494+70

ALT. ADDITIONAL GR.
BY CITY OR INDUSTRY

15° CURVE

PROP. BARRICADE
PROP. CURVE

PROPOSED STREET LINE

PARCEL 2
AREA - 0.30 AC. ±

SPUR SERVING COPPER
M. 1341 G. 30.32181-
M. 1341 G. 30.32181-

BARRICADE TO
BE CONVEYED TO
SINGLETARY
PROPERTY LINES
WILL REPAIR TRACK TO
SOLD TO G.W. SINGLETARY
SANITARY SEWER LINE

SOUTHERN PACIFIC COMPANY
PACIFIC LINES

CHICAGO AVE-RIVERSIDE JCT.

PROPOSED WIDENING
OF MASSACHUSETTS AVE.
BY CITY OF RIVERSIDE
SCALE 1"=100' OF APR. 30, 1908
REVISED
DEPT. 23, 1908

KANSAS
AVE.

TO RIVERSIDE

E. S. 518+535

3447